



NON-DISCLOSURE AGREEMENT

WHEREAS, _____ (hereafter) designated as "the CLIENT) wishes to transmit to OMNICA CORPORATION, certain information deemed proprietary by owner which relates to and includes drawings and/or schematic diagrams associated with the CLIENT'S _____; and

WHEREAS, OMNICA CORPORATION wishes to receive this information for the purpose of (1) evaluating the technical feasibility of the CLIENT'S product concept listed above, and (2) preparing and submitting a quotation concerning such an incorporation.

NOW THEREFORE, the parties agree as follows:

1. For a period of ____ () years from the date of this agreement, OMNICA CORPORATION shall not disclose any information it receives from the CLIENT that is marked PROPRIETARY (or comparable legend) to any other person, firm, or corporation, or use the information for its own benefit, except for the purpose described above.
2. Information shall not be deemed proprietary, and OMNICA CORPORATION shall have no obligation with respect to any information which:
 - a) is already known to OMNICA CORPORATION; or
 - b) is rightfully received from a third party without restriction and without breach of this agreement; or
 - c) is furnished to a third party by the CLIENT without a similar restriction on the third party's rights; or
 - d) is approved for release by written authorization of the CLIENT; or
 - e) is disclosed pursuant to the requirement of a government agency or disclosure is permitted by operation of law.
3. OMNICA CORPORATION shall not be liable for (1) inadvertent disclosure or use of PROPRIETARY information provided that (a) it uses the same degree of care in safeguarding its own proprietary information of like importance, and (b) upon discovery of the inadvertent disclosure or use of the PROPRIETARY information, it shall endeavor to prevent any further inadvertent disclosure or use, and (2) unauthorized disclosure or use of PROPRIETARY information by persons who are or who have been in its employ, unless it fails to safeguard the information with the same degree of care as it uses for its own proprietary information of like importance.
4. OMNICA CORPORATION appoints the person below as its Control Coordinator to receive, on its behalf, all PROPRIETARY information pursuant to this agreement. OMNICA CORPORATION may change its Control Coordinator by giving the CLIENT written notice of the name and address of its newly appointed Control Coordinator.

5. All written data delivered by the CLIENT to OMNICA CORPORATION pursuant to this agreement shall be and remain the property of the CLIENT, and the written data, and any copies thereof, shall be promptly returned to the client upon written request, or destroyed at the CLIENT'S option.

6. Nothing contained in this agreement shall be construed as granting or conferring any rights by license or otherwise, expressly, implies, or otherwise, for any invention, discovery, or improvement made, conceived, or acquired prior to or after the date of this Agreement.

7. Neither party shall publicly announce or disclose the existence of this Agreement or its terms and conditions, or advertise or release any publicity regarding this Agreement, without the prior written consent of the other party. This provision shall survive the expiration, termination or cancellation of this Agreement.

IN WITNESS WHEREOF, the parties agree that the effective date of this Agreement shall be the ____ day of _____, 20__.

OMNICA CORPORATION

THE CLIENT

By _____

Title _____

Date _____
